

# EXHIBIT 1

# EZPass Quick Guide

Welcome to E-ZPass!  
E-ZPass is "E-Z."  
Here are a few tips.  
For more information  
or account info,  
visit [ezpassNY.com](http://ezpassNY.com).

**Installing Your E-ZPass Tag** - Remember to install your tag according to the directions on the reverse of the confirmation letter. If not, you may be subject to toll violations, fees, or get stopped in a toll plaza. If you do not want to use your E-ZPass tag, remove it from the windshield and put it in the silver "read prevention" bag that came in your kit.

**Safety First** - E-ZPass makes driving more convenient. But safety must be everyone's first priority.

**Remember:**

- Only use your E-ZPass tag in toll lanes that display the purple and white E-ZPass signs.
- Always observe the posted speed limit and toll personnel direction when in a toll plaza.
- Never back up or get out of your vehicle when in a toll plaza.
- Toll Collectors in the plaza do not have access to your E-ZPass account information.

**Please Note:** Speeding in a toll plaza will result in the suspension or revocation of your E-ZPass account privileges.

**Maintaining Your Account** - The "E-Ziest" way to maintain your account is to access it on the web at [ez-passNY.com](http://ez-passNY.com). You will initially need the PIN you listed on your account application. Once you access your account, please follow the directions to choose a PASSWORD for future web access. In addition to the web you can visit one of our seven Walk-In Service Centers or call 1-800-333-TOLL (8655) to use our Automated Voice Response System 24/7 or to speak to a customer service rep Mon-Fri 7am to 7pm and Sat 8am - 2pm. For your security, have your account # or E-ZPass tag # and PIN available when you call.

**Replenishment** - The best way to ensure that your account is always adequately funded is to sign up for credit card "automatic replenishment" via Visa or Mastercard credit or debit card, American Express, or Discover. Your card will be charged and your account replenished each time your prepaid toll balance goes below a threshold equal to approximately 25% of the replenishment amount.

Your account will be evaluated 35 days after it was opened and every 90 days thereafter for average usage during that period. After each evaluation, your account replenishment will be adjusted to reflect your actual average monthly usage during the period evaluated. You will be notified of the adjustment via your account statement.

If you opt to pay by check or cash, your account will also be evaluated and your suggested replenishment will be adjusted as described above and your threshold

(the point when you will see low balance lights in the lane) will be set to 50% of the replenishment amount. **TIP - If a Low Balance light appears in the toll lane, you must make an immediate payment. If you are a credit card customer, call immediately for details.**

**Account Updates** - Timely and accurate account updates will help ensure that your E-ZPass account is always up to date and you won't experience lapses in service. You can do many account updates via the web at [ezpassNY.com](http://ezpassNY.com), or contact customer service for assistance.

Please remember to update your account when:

- Your credit card information changes
- You add, delete, or change your vehicles
- Your address or phone # changes
- Your email address changes
- You need an additional tag or want to replace a tag that may not be functioning properly
- You want to increase your replenishment

**"E-ZPass Plus" - Not Just Tolls** - While everyone knows that E-ZPass is the best way to pay for tolls, did you know that you can pay for many regional parking facilities with E-ZPass as long as you choose automatic replenishment? You can! Use **E-ZPass Plus** by obtaining a regular airport parking ticket on entry at Albany International Airport, JFK International Airport, LaGuardia Airport, and Newark Liberty International Airport and when exiting (with your E-ZPass tag properly mounted), you must stop in the lane, state that you are paying with E-ZPass Plus and either hand the ticket to the cashier or insert it into the slot. Now that's E-Z!

Parking fees of less than \$20.00 will be deducted from your E-ZPass account prepaid toll balance, while any fee \$20.00 or more will be charged directly to the credit card you fund your E-ZPass account with.

**Account Statements** - At no cost to you, you can receive your E-ZPass account statement monthly via email. Just make sure your account is updated with a valid email address and that you have selected email as your method of choice. If not, you will receive your statement via the mail on a bi-monthly schedule at no cost to you. Should you require monthly paper statements please be advised that you will be charged a \$6.00 annual fee.

**Contact Us Right Away** - Certain events require a more urgent response to avoid toll violations, fees, or getting stopped in a toll plaza. If any of the following occur, please contact E-ZPass right away:

- Your E-ZPass tag is LOST or STOLEN (Note: As per the Terms and Conditions on the back of this Quick Guide, you will be charged a lost tag fee.)
- You receive a light in the lane that your toll is unpaid or account invalid.
- You receive a letter from us stating that your credit card declined, your credit card is about to expire, or that your account is about to be or has been revoked.



#### IMPORTANT INFO -- Keep for future reference

Account # \_\_\_\_\_

Tag # \_\_\_\_\_

PIN \_\_\_\_\_

PASSWORD (web users) \_\_\_\_\_

#### Defective Tags

- 3 Replaced free of charge
- 3 Do not deface or abuse tags or you may be liable for tag cost

#### FAQs (Frequently Asked Questions)

- 3 Available online at [ezpassNY.com](http://ezpassNY.com)

#### Closing your account

- 3 Mail tag(s) to:  
E-ZPass  
P.O. Box 149004  
Staten Island, NY 10314-9004
- 3 Include a signed letter stating that you want to close your account
- 3 Account is charged for any outstanding tags
- 3 Resolve toll violations



## Customer Agreement Terms and Conditions

These terms and conditions, together with your EZPass application ("Application"), constitute your EZPass Agreement ("Agreement"). EZPass is an electronic toll collection system that allows you to pay charges incurred at EZPass facilities. New York EZPass is operated under the auspices of the Triborough Bridge and Tunnel Authority ("TBTA") [also known as MTA Bridges and Tunnels], the New York State Thruway Authority ("NYSTA"), and the Port Authority of New York and New Jersey ("PANYNJ") separately referred to herein as an agency and collectively referred to as agencies. Your EZPass Account ("Account") will be operable on all EZPass facilities, regardless of location, and accessible to all agencies. Your Account will be assigned to one of the abovementioned agencies, and your Agreement is with that particular agency. Your Agreement may be reassigned to another agency at any time. Identification of the agency to which your Account has been assigned and with which you have your Agreement appears on your EZPass tag(s) ("Tag"). Please read these terms and conditions and keep them for your records. When you open your Account or use your EZPass Tag, you agree to the following terms and conditions:

### **1) GENERAL**

- a. Failure to comply with this Agreement may result in termination of your Account.
- b. You may not assign the obligations or benefits of this Agreement.
- c. Failure to pay charges to your Account may result in penalties as provided by law.
- d. You must approach and pass through EZPass toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account, and/or other penalties as provided by law.
- e. You must comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.

### **2) TAG USE**

- a. Cash or check customers must pay a deposit of \$10 for each Tag. The deposit will be refunded when you close your Account and return the Tag in good condition as determined solely by EZPass. The Tag deposit is waived for customers authorizing Account replenishment via automatic charge to a credit card, or automatic withdrawal from a checking account.
- b. You may only use the Tag on a vehicle class that corresponds to the class of Tag provided to you by EZPass.
- c. In accordance with Section 5 herein, you must surrender a Tag immediately upon request.
- d. When you use the Tag at any EZPass facility, you authorize EZPass to debit your Account for the charges incurred.
- e. If you use the Tag on EZPass facilities other than New York EZPass facilities, you are subject to the laws and regulations governing use at such facilities.
- f. You must maintain a sufficient balance in your pre-payment Account, and may not use the Tag or permit Tag use unless a sufficient balance is maintained.
- g. You must properly install your Tag in or on your vehicle pursuant to the mounting instructions provided with your Tag(s). Failure to do so may result in your Tag not being read in the lane, the gate not being raised at some facilities, and may result in a violation for which you may be assessed administrative fees or other penalties as provided by law. Failure to properly mount your Tag may also result in images being taken of your license plate to identify the registered owner and the addition of your license plate to your Account based on motor vehicle registration records. These images may be used to post toll charges at the cash rate and/or additional administrative fees to your Account.

### **3) YOUR ACCOUNT**

- a. You must maintain a prepaid amount in your pre-payment Account to cover applicable charges to your Account.
- b. Applicable charges, if any, will be deducted from your Account each time the Tag is used.
- c. EZPass may deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- d. Your Account may be suspended based upon speed infractions, outstanding violations and/or failure to pay administrative fees.
- e. No interest will be paid on balances in your Account or on refundable Tag deposits.
- f. You will receive a periodic statement unless there are no transactions and no financial activity in your Account during the applicable period covered by such statement. It is your obligation to review such statements and follow the procedure in Section 6 if you wish to dispute any charges.
- g. You will be charged a fee for any request to retrieve a statement previously provided.
- h. You may, no more than four times per year, suspend the following monthly use plans for a minimum of one week and extend the monthly period for calculating the minimum commuter trip charge by calling 1-800-333-TOLL (1-800-333-8655); Gov. Mario M. Cuomo Bridge Commuter Plan (MCC), Grand Island

Commuter (GIC), New Rochelle Commuter (NRC), Yonkers Commuter (YKC), Harriman Commuter (HAC), and Bridge Authority Discount (NYSBA). The first Tag use at the applicable bridge after the minimum one-week period will reactivate the monthly use plan.

- i. EZPass, in its discretion, may receive updated information about your credit card, including new account numbers and expiration dates, from the financial institution issuing the card.
- j. EZPass, in its discretion, may receive updated banking information including routing numbers, account numbers, and account type, from your financial institution.
- k. EZPass, in its discretion, may receive updated information about your address from the United States Postal Service.

### **4) ACCOUNT PRE-PAYMENT**

- a. You must pay a minimum prepaid amount sufficient to pay charges to your Account for a one-month period.
  - b. Your Account must be replenished by your prepaid amount when your Account balance decreases to or below the replenishment point specific to your Account plan. The date on which your Account will be replenished will vary based upon Account activity. You may choose to replenish your Account in one of the following ways:
    - 1. Authorizing EZPass to automatically charge your credit card or automatically withdraw funds from your checking account for all charges to your Account.
      - a. For customers using checking account for auto replenishment:
        - 1. You agree and are aware that you are pre-authorizing EZPass to withdraw funds from your bank account each time your Account balance decreases to or below the replenishment point specific to your Account.
        - 2. You agree and are aware that the amount of the Automatic Clearing House (ACH) withdrawals from your checking account to cover your tolls and fees may vary between \$0.01 and \$3000.00, depending upon your EZPass account activity.
      - 2. Checks (or Money Orders) made payable to EZPass in U.S. dollars only. A returned check fee of \$25 will be charged for each check returned to EZPass unpaid by your bank.
    - 3. Cash payments made at an EZPass Customer Service Center only in U.S. dollars, or in Canadian dollars at the exchange rate EZPass may determine.
- DO NOT SEND CASH BY MAIL.**
- c. An Account analysis is performed on all new Accounts 35 days from the first Tag use and every 90 days thereafter. If your monthly use is consistently above or below your prepaid amount, EZPass will adjust your prepaid amount to approximate a one-month level of use.
  - d. If you have chosen to replenish your Account with a credit card, you may be enrolled in the EZPass Plus program. This Program allows you to use your Tag at authorized EZPass Plus facilities. If your Tag is used to incur EZPass Plus charges, then EZPass may charge your credit card that amount. Such credit card charges may be different from your replenishment amount and charged to your credit card at any time. By participating in EZPass Plus, you consent to the release of your name and address to EZPass Plus facility operators for collection purposes. If you choose not to participate in EZPass Plus, you must notify the EZPass Customer Service Center.
  - e. Depending on usage or other charges to your Account, there may be more than one replenishment transaction within one statement period.

### **5) VIOLATIONS**

- a. If you use the Tag when your Account is in a negative balance, suspended or revoked as a result of EZPass speed violations or any other reason, or after the Tag has been reported lost or stolen, you may: incur administrative fees of up to \$100 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to EZPass via certified mail or to plaza personnel.
- b. If you use the Tag in a vehicle other than one of the class for which the Tag is designated, you may incur administrative fees of up to \$100 per occurrence and/or be asked to surrender the Tag to EZPass via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.
- c. Failure to respond to Notices of Violation may result in referral to a collection agency, imposition of additional fees and charges and/or suspension of your vehicle registration by the New York State Department of Motor Vehicles under 15 NYCRR 127.14.

### **6) DISPUTES**

You hereby authorize EZPass to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account. All disputes must

be submitted in writing to the E-ZPass Customer Service Center within 180 days of notice that a toll, fee, or other charge has been made to your Account. You agree that the mailing or emailing to the address you have provided to E-ZPass or as updated by the United States Postal Service constitutes notice to you of the tolls, fees and charges contained therein and of any determination by E-ZPass of your submitted dispute. The resolution of claims against PANYNJ, NYSTA and TBTA arising from, under, in connection with or in any way related to this Agreement including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account, are governed as follows:

- PANYNJ – the provisions of New York State Unconsolidated Laws, Sections 7101 through 7136 or New Jersey Statutes Annotated, Sections 32:1-157 through 32:1-176.
- NYSTA - the provisions of Section 361-b of the New York State Public Authorities Law.
- TBTA – no action shall lie or be maintained unless such action shall be commenced within one year of notice of E-ZPass' determination regarding your dispute submitted pursuant to this Agreement.

#### **7) LOST/STOLEN OR NON-OPERATIONAL TAGS**

You will not be liable for unauthorized Tag use that occurs after you notify E-ZPass, orally or in writing, of loss, theft or possible unauthorized use. However, if a Tag is reported lost, stolen, or found to be defaced or damaged, you will be charged \$16.00 for interior Tags and \$22.00 for exterior Tags. If the Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned to an E-ZPass Customer Service Center, E-ZPass will replace it at no charge.

#### **8) DISCLAIMER**

You acknowledge that E-ZPass and all agencies providing E-ZPass services have not made, and expressly disclaim any representation or warranty, express or implied relating to the Tag including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that E-ZPass and all agencies providing E-ZPass services will have no obligation or liability whatsoever to you with respect to your use of or the performance of the Tag. You agree to indemnify and hold harmless E-ZPass and all agencies providing E-ZPass services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the Tag.

#### **9) TERMINATION**

You may terminate this Agreement at any time by requesting such termination in writing and returning the Tag(s) to E-ZPass. Tags should be returned to an E-ZPass Customer Service Center in person or by certified mail. Tags remain the property of the agencies providing E-ZPass services. Once all outstanding charges have been deducted from your Account following your termination of this Agreement and return of the Tag(s), any remaining balance and Tag(s) deposit will be refunded to you. Such refund will be made in the form of a check or credit to your credit card, depending on the manner in which you have chosen to replenish your Account balance.

#### **10) COLLECTION OF EXPENSES**

You agree to pay all costs, including attorneys' fees, incurred by E-ZPass and all agencies providing E-ZPass services to collect any monies due under the terms of this Agreement.

#### **11) MODIFICATIONS**

The agency to which your Account is assigned may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

#### **12) GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

#### **13) CHANGES**

You agree to inform E-ZPass of any changes to the information provided to E-ZPass, including, but not limited to:

- Address,
- Vehicle information,
- Credit card account information (i.e., number, expiration date),
- Checking account information,
- Payment method,
- Email address,
- Phone numbers.

#### **14) NON-DISCLOSURE**

E-ZPass respects the privacy of all Account holders. Account information may be shared among the agencies, but it will not be disclosed to third parties without your consent except as required or permitted by law and the policies of E-ZPass services.

#### **15) PAYMENTS, TAGS AND CORRESPONDENCE**

Please send all correspondence, payments, Tag returns, or violation inquiries to:

##### **E-ZPass CUSTOMER SERVICE CENTER**

<b>APPLICATIONS AND RETURNED TAGS:</b> PO Box 149001 Staten Island, NY 10314-9001	<b>VIOLATION PAYMENTS AND INQUIRIES:</b> PO Box 15186 Albany, NY 12212-5186
<b>ACCOUNT REPLENISHMENT PAYMENTS:</b> PO Box 15185 Albany, NY 12212-5185	<b>CUSTOMER ACCOUNT CORRESPONDENCE:</b> PO Box 15187 Albany, NY 12212-5187

#### **16) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES**

Per Tag deposit (customers who choose to replenish by cash or check)	\$10.00
Per Tag deposit (customers who choose automatic replenishment by credit card or checking account)	waived
Cost of Tag if defaced, damaged, lost or stolen	
Interior	\$16.00
Exterior	\$22.00
Bank declined ACH payment transaction	Up to \$25.00
Returned check fee	\$25.00
Monthly statement by mail, annual fee	\$ 6.00
Duplicate copy of Statement	\$ 2.00
PANYNJ monthly Account service fee	\$ 1.00
Account revocation fee	\$25.00
Tag retention fee	\$25.00
Other Tag misuse/violation administrative fees	Up to \$100.00
E-ZPass and the agencies providing E-ZPass services reserve the right to assess additional fees.	

#### **17) ADDITIONAL TERMS AND CONDITIONS FOR CUSTOMERS ELECTING TO ENROLL IN THE PAY PER TRIP E-ZPass PLAN**

- a. By opening a Pay Per Trip E-ZPass account you must provide your routing and checking account numbers (back up credit card is optional).
  - i. You agree and are aware that you are pre authorizing E-ZPass to withdraw funds from your bank account on each day when you incur toll charges and account fees.
  - ii. You agree and are aware that the amount of the Automatic Clearing House (ACH) withdrawals from your checking account to cover your tolls and fees may vary between \$0.01 and \$300.00.
  - iii. You agree and are aware that the ACH withdrawals from your checking account may be on or around the day of your toll transactions for the total of all your toll transactions and fees.
  - 1. Weekend and holiday toll transactions and charges may be collected from the ACH account on the following business day.
- b. You agree to maintain sufficient funds in your bank account to cover all E-ZPass charges and may not permit Tag use unless a sufficient balance is maintained in your bank account or payment will be made by means of the valid back-up credit card you have provided.
- c. In the event your bank rejects any E-ZPass ACH transaction and a valid payment back-up credit card has been provided, you agree that your Account will be converted to a pre-payment credit card replenishment Account and then subject to the pre-payment terms and conditions as stated.
- d. In the event your bank rejects any E-ZPass ACH transaction and a back-up credit card has not been provided, you agree that your Account will be converted to a cash pre-payment Account. You must not use your E-ZPass tag(s) until you have funded this cash Account.
- e. If you use the Tag when your bank account has insufficient funds and payment is not made by means of your back-up credit card, you may incur administrative fees of up to \$50 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel.
- f. You agree to inform E-ZPass of any changes to your bank account information and, if applicable, credit card information provided to E-ZPass.
- g. A \$10 per tag deposit is required if you do not provide a back-up credit card on your Account.
- h. If any of the terms and conditions in Section 17 conflict with the provisions in Sections 1 through 16, then the provisions in section 17 shall apply to customers who elect to enroll in the Pay Per Trip E-ZPass Plan.

Effective September, 2018